

EXHIBIT No. 13

Page 1 of 1

Michelle Cole - J-Squared Contract

From: Guibor Nina-Q10503 <IMCEAEX-
_O=MOT_OU=MCG+5FDIABLO+5FIT_CN=RECIPIENTS_CN=NINA+5FGUIBOR@
To: Parslow Kevin-BLUW72 <Kevin.Parslow@motorola.com>
Date: 12/6/2002 4:40 PM
Subject: J-Squared Contract
CC: Kolasa Jeanne-MCG32018 <Jeanne.Kolasa@motorola.com>, Holt Paul-LPH001
<paul.holt@motorola.com>

Kevin,

Just an update finance met with Jeanne and contracts today to address our concerns with regards to the J-Squared contract. After the review, we determined that we are OK with it as written and the signed copy will be sent to them as soon as possible. We have noted some verbage changes for future contracts to clarify a few issues, but are comfortable with this one as is. Essentially, finance (including me) we mis-reading some of the requirements. Please note that with the contract as written, they will only receive commissions on POS activity until new direct opportunities are registered. This means that we are well under the \$10k per month budget - good news.

Thanks,

Nina

MOTJ 00522

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Interphase engaged with GL Williams in New Jersey.

**Jeanne M. Kolasa
Motorola Computer Group
602-438-3145**

MCG012167

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From: Kolasa Jeanne-MCG32018
Sent: 9/20/2002 3:48:32 PM (Eastern Time)
To: Parslow Kevin-BLUW72; Holt Paul-LPH001
CC: Liston Jay-MCX1326; MCG-SALES_NAMEDMs; Bodine Michael-RTDV80
Subject: Weekly Update on Rep Engagements

Kevin/Paul:

Below is progress made this week on rep firm engagements (In order of agreed upon priority). We're trying to align with Interphase and Zynx, where possible.

Bay Area - Dennis Robinson:

Dennis Robinson and Thorson met on 9-17 for update.
JK and Sue Hamlett meeting on 9-20 to review Thorson's contract response.
Dennis Robinson, Michael Bodine, and JK meeting with Thorson in Bay Area on 9-23.
Con Call with Interphase, they're pursuing AACT as rep and will also contact Thorson.

Eval of other possible firms: ES West, Channel Access, AACT (Call into Leslie Canerday at Zynx to find out who they use)

So Cal - Jim McGregor

Liston and Sue Hamlett meeting on 9-20 to review West Coast Reps contract response.
Interphase engaged with Dilet and has a favorable relationship there....Jay to revisit Dilet

Canada - Larry Terry

J2, Larry Terry, Linsey Miller (Interphase), Jay, and JK to con call on 9-25 for initial meeting.

Generic rep contract sent to Larry Terry for review.

South East - Ed Helder

JK, Lisotn and Ed Helder con called regarding moving forward with EMA.
Interphase also engaged with EMA.
Initial engagement con call to be scheduled during week of 9-23 with JK, Liston and Helder.
Face to Face meeting on East Coast planned for week of 10-28 or 11-4.

East Coast Mil Aero - Al Currano

Initial con call on 9-20 with JK and Joe Palermino from RT Technology.
Possible Tempe meeting being planned sometime in next 3 - 4 weeks.
For the DC area, Interphase is considering Reptron and NewTec in addition to RT.

Other:

Received contact info from Ken Curran for Panatek in Chicago (Interphase also engaged with Panatek)

MCG012166

From: Blair Julie-C17394
Sent: 12/26/2003 1:52:31 PM (Mountain Time)
To: Parslow Kevin-BLUW72
CC: Guibor Nina-Q10503; Bensted David-G19500; Whitfield Lisa-MCX1611; Crawford Kim-SCN105; Machernis Steven-QVCL80
Attachments: MR 2004 projection.xls
Subject: RE: MR performance documentation

Kevin, here is an update:

David has been working on a legal summary of our options, but got pulled into an emergency on Tuesday, so will try to do for us on Monday, 12/29. He left me some notes which I will use to summarize the analysis to date:

The attached excel file indicates that whether we cancel for convenience or let the contracts lapse, a conservative estimate (based on 2003 history) of our commission expense for Jan - Jul 2004 would be \$650k. We suspect that the 2004 POS in some of the MR territories could be significantly higher than in 2003 (Kim has given examples).

Therefore, as of now, our best alternative is to cancel for performance, but this is going to take input/work from your team. There is a 30 day "remedy" period related to this alternative, so we need to see some of Steve and Kim's data and have David advise us further.

Time is of the essence, so it would be ideal for Steve and Kim gather the details of each MRs performance according to the Exhibit 4 in their contracts. Can this be done by 12/30? or 1/6?

David is continuing to look for verbiage in the contract that may give us a better out. One avenue we are exploring is to notify specific or all MR's on Jan 7 (?) of a territory change per Section 3.1, in which we could remove particular POS accounts from their territory where we know they have had no involvement and we know the forecasted POS is significant. This would still entitle them to 120 days' commission, but that would be 2 months less than what they get based on cancellation for convenience or expiration. Then subsequent to the notification of territory change, we could possibly proceed with termination for performance. Steve and Kim would have to provide a list of these new exclusions.

Please share your inputs with the team.
Julie

-----Original Message-----

From: Blair Julie-C17394
Sent: Thursday, December 18, 2003 4:45 PM
To: Crawford Kim-SCN105; Machernis Steven-QVCL80
Cc: Guibor Nina-Q10503; Parslow Kevin-BLUW72; Bensted David-G19500; Whitfield Lisa-MCX1611
Subject: MR performance documentation
Importance: High

Steve & Kim,

David and I are going to spend some time on this analysis of the MR contracts Mon & Tues of next week. To outline what Kevin asked us to do we are going to look at these 3 termination options:

- 1) For cause (need to demonstrate how they have performed against the performance standards in their contract)
- 2) For convenience (we may be obligated to pay commissions for about 6 months for most MRs)
- 3) Let the contract lapse without renewal

Please send a summary of each of your MRs and their performance by 10am Tempe time, Monday, Dec 22 - this will be used in analyzing #1. If you don't have time to do a thorough analysis, please involve the help of the primary BDM if you see fit. I'm guessing we should only communicate it is for the purposes of an annual review and not the possibility of canceling so the word doesn't get out prematurely.

Please do what you can to make this a thorough analysis, as it seems like we are projecting significant POS activity in some of these territories in 2004, so #2 may be an expensive option which prohibits hiring requisition approval.

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MR 2004 projection.xls

projection

A		B	
1	Letting contract lapse		
2			
3	1 J2 CAN		
4	2 EMA		
5	3 WCR		
6	4 ES West		
7	5 RT Tech		
8	6 J2 NW		
9	7 C&S		
10	8 GL Williams		
11	9 Max Tech		
12			
13			
14			
15	David, if we do not agree to renew, there is no commission commitment beyond contract end date, correct?		
16	In all cases there is less financial obligation when letting contract lapse, than when cancelling for convenience. BUT the exposure is huge POS months		
17			
18	Cancelling for convenience		
19			
20	1 J2 CAN		
21	2 EMA		
22	3 WCR		
23	4 ES West		
24	5 RT Tech		
25	6 J2 NW		
26	7 C&S		
27	8 GL Williams		
28	9 Max Tech		
29			

MOT 02514

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MR 2004 projection.xls

projection

	C	D	E	F	G	H
1						
2		Contract Exp	Comm through	Monthly Avg	Jan	Feb
3		12/5/03	12/5/03	3,929	0	0
4		3/18/04	3/18/04	11,474	11,474	11,474
5		3/18/04	3/18/04	11,929	11,929	11,929
6		3/20/04	3/20/04	15,454	15,454	15,454
7		5/15/04	5/15/04	10,575	10,575	10,575
8		5/15/04	5/15/04	15,760	15,760	15,760
9	Kim, 2004 projection?	5/20/04	5/20/04	10,967	10,967	10,967
10		7/1/04	7/1/04	11,819	11,819	11,819
11		8/12/04	8/12/04	4,790	4,790	4,790
12						
13						
14						
15						
16						
17						
18						
19		Contract Exp	Date of notification	Date of Termination	Comm through	Monthly Avg
20		12/5/03	na	na	na	3,929
21		3/18/04	1/1/04	1/31/04	7/29/04	11,474
22		3/18/04	1/1/04	1/31/04	7/29/04	11,929
23		3/20/04	1/1/04	1/31/04	7/29/04	15,454
24		5/15/04	1/1/04	1/31/04	7/29/04	10,575
25		5/15/04	1/1/04	1/31/04	7/29/04	15,760
26		5/20/04	1/1/04	1/31/04	7/29/04	10,967
27	can't cancel until 1/1/04	7/1/04	1/1/04	1/31/04	7/29/04	11,819
28	can't cancel until 2/12/04	8/12/04	2/12/04	3/13/04	9/9/04	4,790
29						

MOT 02515

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MR 2004 projection.xls

projection

	I	J	K	L	M	N	O	P
1								
2	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
3	0							
4	6,663							
5	6,926							
6	9,970							
7	10,575	10,575	5,117					
8	15,760	15,760	7,626					
9	10,967	10,967	7,075					
10	11,819	11,819	11,819	11,819	381			
11	4,790	4,790	4,790	4,790	4,790	1,854		
12								
13								
14	on 12/23, david informed me that we are tied to 6 months even for expiration							
15								
16								
17								
18								
19	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
20	0	0	0	0	0	0	0	0
21	11,474	11,474	11,474	11,474	11,474	11,474	11,474	
22	11,929	11,929	11,929	11,929	11,929	11,929	11,929	
23	15,454	15,454	15,454	15,454	15,454	15,454	15,454	
24	10,575	10,575	10,575	10,575	10,575	10,575	10,575	
25	15,760	15,760	15,760	15,760	15,760	15,760	15,760	
26	10,967	10,967	10,967	10,967	10,967	10,967	10,967	
27	11,819	11,819	11,819	11,819	11,819	11,819	11,819	
28	4,790	4,790	4,790	4,790	4,790	4,790	4,790	4,790
29							92,767	

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projection

MR 2004 projection.xls

	Q	R
1		
2	TOTAL	
3	-	
4	29,611	less
5	30,784	less
6	40,877	less
7	47,418	less
8	70,665	less
9	50,943	less
10	71,294	less
11	35,381	less
12	376,972	NOT valid
13		
14		
15		
16		
17		
18		
19	TOTAL	
20	-	
21	80,321	
22	83,500	
23	108,175	
24	74,026	
25	110,318	
26	76,768	
27	82,731	
28	38,316	
29	654,156	

MOT 02517

From: Watts Marc-BLUW124
Sent: 5/30/2003 8:26:55 AM (Mountain Time)
To: Bensted David-G19500; Blair Julie-C17394; Hamlett Sue-P25026
CC: Guibor Nina-Q10503; Robinson Dennis-BLUW119; Whitfield Lisa-MCX1611;
Parslow Kevin-BLUW72; Holt Paul-LPH001
Subject: FW: Contract for J-squared Oregon

Sue/David/Julie,

Here is the information that was requested from Kevin on the intent for Payment of J-Squared based on the March 31st signing from J-Squared President and the May 20th signing from Eamon with signature authority for Wendy.

Sue,

Can you please send to the team any approvals to move forward with back pay to J-Squared Oregon.

If there are any additional questions, please let me know.

Best Regards,
Marc Watts
Account Representative
Motorola Computer Group
2410 Luna, Suite 132
Carrollton, TX 75006
Voice: 972-277-4613
Fac: 972-277-4666
Text page: 8779700180@skytel.com
Email: marc.watts@motorola.com

-----Original Message-----

From: Parslow Kevin-BLUW72
Sent: Friday, May 30, 2003 9:49 AM
To: Hamlett Sue-P25026
Cc: Watts Marc-BLUW124; Guibor Nina-Q10503
Subject: Contract for J-squared

Sue

Just to confirm that the contract for J-squared should be dated effective 1st April 2003. They have been working since that date and should receive payment for April. The hold up was through me taking a more detailed examination of all the Rep agreements.

Thanks

Kevin

MCG007946

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Brooke Myers - critical - need your input

From: Blair Julie-C17394 <J.Blair@motorola.com>
To: Crawford Kim-SCN105 <Kim.Crawford@motorola.com>, Machernis Steven-QVCL80 <Steven.Machernis@motorola.com>
Date: 1/7/2004 4:56 PM
Subject: critical - need your input
CC: Guibor Nina-Q10503 <Q10503@motorola.com>, Parslow Kevin-BLUW72 <Kevin.Parslow@motorola.com>, Bensted David-G19500 <david.bensted@motorola.com>

Steve & Kim, David, Kevin and I just met to further our strategy on the MRs. By 10am tempe time, tomorrow, Thursday, please validate your MRs' compliance with section 2.7 of the contract as follows:

"Noncompetition. Representative will not sell, offer for sale, or act as sales agent for the solicitation of orders for any products that are competitive with any of the Products as defined by Motorola; nor will Representative engage in any activity that may result in a relationship with current or future customers that creates a conflict of interest as defined by Motorola"

If they were carrying competitive products on their line card or doing anything else that conflicts with this clause, it would be grounds for immediate termination with no financial liability. Kevin felt you could do this very quickly.

Then by 2pm tempe time, please provide a list of customers and/or programs that each of your MR's HAS had interaction with. To Steve's good point, for each identify whether they brought this in as new business (without the help of MCG or the distributor) or whether they have been supporting a design we brought in or a current run rate program.

We are all in agreement that no BDM should be brought into these discussions until this preliminary detail is analyzed. When we are close to taking action, you may be able to ping them for more accurate details.

Kevin would like to be able to take decisive action on this by Monday, Jan 12. Your help is critical. Please call me asap if you are unclear on what we are looking for. Thanks. jb

MOT 00773